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Attorneys for Complainant

**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

NATALIE FIX
231 Frances Street
Ventura, California 93003

Physical Therapy No. AT 5768

Respondent.

Case No. 1D 2006 64685

OAH No. L2006110348

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
above-entitled proceedings that the following matters are true:

PARTIES

1. Steven K. Hartzell (Complainant) is the Executive Officer of the Physical
Therapy Board of California. He brought this action solely in his official capacity and is
represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California,
by Edward K. Kim, Deputy Attorney General.

2. Respondent Natalie Fix is representing herself in this proceeding and has
chosen not to exercise her right to be represented by counsel.

3. On or about March 23, 2000, the Physical Therapy Board of California
issued Physical Therapist Assistant License Number AT 5768 to Natalie Fix (Respondent). The
Physical Therapist Assistant License was in full force and effect at all times relevant to the

1 charges brought in Accusation No. 1D 2006 64685 and will expire on March 31, 2008, unless
2 renewed.

3 JURISDICTION

4 4. Accusation No. 1D 2006 64685 was filed before the Physical Therapy
5 Board of California (Board), Department of Consumer Affairs, and is currently pending against
6 Respondent. The Accusation and all other statutorily required documents were properly served
7 on Respondent on October 19, 2006. Respondent timely filed her Notice of Defense contesting
8 the Accusation. A copy of Accusation No. 1D 2006 64685 is attached as Exhibit A and
9 incorporated herein by reference.

10 ADVISEMENT AND WAIVERS

11 5. Respondent has carefully read, and understands the charges and allegations
12 in Accusation No. 1D 2006 64685. Respondent has also carefully read, and fully understands the
13 effects of this Stipulated Settlement and Disciplinary Order.

14 6. Respondent is fully aware of her legal rights in this matter, including the
15 right to a hearing on the charges and allegations in the Accusation; the right to be represented by
16 counsel at her own expense; the right to confront and cross-examine the witnesses against her;
17 the right to present evidence and to testify on her own behalf; the right to the issuance of
18 subpoenas to compel the attendance of witnesses and the production of documents; the right to
19 reconsideration and court review of an adverse decision; and all other rights accorded by the
20 California Administrative Procedure Act and other applicable laws.

21 7. Respondent voluntarily, knowingly, and intelligently waives and gives up
22 each and every right set forth above.

23 CULPABILITY

24 8. Respondent admits the truth of each and every charge and allegation in
25 Accusation No. 1D 2006 64685.

26 9. Respondent agrees that her Physical Therapist Assistant License is subject
27 to discipline and she agrees to be bound by the Board's imposition of discipline as set forth in the
28 Disciplinary Order below.

1 CONTINGENCY

2 10. This stipulation shall be subject to approval by the Physical Therapy Board
3 of California. Respondent understands and agrees that counsel for Complainant and the staff of
4 the Physical Therapy Board of California may communicate directly with the Board regarding
5 this stipulation and settlement, without notice to or participation by Respondent. By signing the
6 stipulation, Respondent understands and agrees that she may not withdraw her agreement or seek
7 to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails
8 to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary
9 Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal
10 action between the parties, and the Board shall not be disqualified from further action by having
11 considered this matter.

12 OTHER MATTERS

13 11. The parties understand and agree that facsimile copies of this Stipulated
14 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
15 force and effect as the originals.

16 DISCIPLINARY ORDER

17 In consideration of the foregoing admissions and stipulations, the parties agree
18 that the Board may, without further notice or formal proceeding, issue and enter the following
19 Disciplinary Order:

20 IT IS HEREBY ORDERED that Physical Therapist Assistant License No.
21 AT 5768 issued to Natalie Fix (Respondent) is revoked. However, the revocation is stayed and
22 Respondent is placed on probation for three (3) years on the following terms and conditions.

23 1. RESTRICTION OF PRACTICE - HOME CARE The Respondent shall
24 not provide physical therapy services in a patient's home.

25 2. RESTRICTION OF PRACTICE - PRESENCE OF ANOTHER
26 PHYSICAL THERAPIST REQUIRED The Respondent shall be prohibited from working a shift
27 for which there is not a physical therapist on duty.

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1 3. NOTIFICATION OF PROBATIONER STATUS The Respondent shall
2 notify the director of physical therapy or equivalent executive (Director) of any location or
3 facility where Respondent ultimately provides physical therapy services of the reason for and the
4 terms and conditions of the probation by providing a copy of the Accusation and the Decision
5 and Order, or Stipulated Settlement to the Director, and submit written Director confirmation of
6 receipt to the Board within ten (10) days. The notification(s) shall include the name, address and
7 phone number of the Director(s).

8 4. COMMUNITY SERVICES The Respondent shall be required to provide
9 twenty (20) days of community service without compensation within the State of California as
10 part of the probation. The Respondent shall submit for prior approval a community service
11 program to the Board or its designee.

12 5. PROBATION MONITORING COSTS The Respondent shall reimburse
13 all costs incurred by the Board for probation monitoring during the entire period of probation.
14 The Respondent will be billed at least quarterly. Such costs shall be made payable to the
15 Physical Therapy Board of California. Failure to make ordered reimbursement within sixty (60)
16 days of the billing shall constitute a violation of the probation order.

17 6. OBEY ALL LAWS The Respondent shall obey all federal, state and local
18 laws, and statutes and regulations governing the practice, inspections and reporting, of physical
19 therapy in California and remain in full compliance with any court ordered criminal probation.

20 7. COMPLIANCE WITH ORDERS OF A COURT The Respondent shall
21 be in compliance with any valid order of a court. Being found in contempt of any court order is a
22 violation of probation.

23 8. COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF
24 RESTITUTION The Respondent shall not violate any terms and conditions of criminal
25 probation and shall be in compliance with any restitution ordered, payments or other orders.

26 9. QUARTERLY REPORTS The Respondent shall submit quarterly
27 declarations under penalty of perjury on forms provided by the Board, stating whether there has
28 been compliance with all the conditions of probation.

1 10. PROBATION MONITORING PROGRAM COMPLIANCE The
2 Respondent shall comply with the Board's probation monitoring program.

3 11. INTERVIEW WITH THE BOARD OR ITS DESIGNEE The
4 Respondent shall appear in person for interviews with the Board, or its designee, upon request at
5 various intervals.

6 12. NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS The
7 Respondent shall notify all present or future employers of the reason for and the terms and
8 conditions of the probation by providing a copy of the Initial Probationary License, Statement of
9 Issues, Accusation and the Decision and Order, or Stipulated Settlement to the employer, and
10 submit written employer confirmation of receipt to the Board within 10 days. The notification(s)
11 shall include the name, address and phone number of the employer, and, if different, the name,
12 address and phone number of the work location.

13 13. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The
14 Respondent shall notify the Board, in writing, of any and all name and/or address changes within
15 ten (10) days.

16 14. RESTRICTION OF PRACTICE - TEMPORARY SERVICES
17 AGENCIES The Respondent shall not work for a temporary services agency or registry.

18 15. RESTRICTION OF PRACTICE - CLINICAL INSTRUCTOR OF
19 PHYSICAL THERAPY STUDENT INTERNS OR FOREIGN EDUCATED PHYSICAL
20 THERAPIST LICENSE APPLICANTS PROHIBITED The Respondent shall not supervise any
21 physical therapy student interns or foreign educated physical therapist license applicants during
22 the entire period of probation. The Respondent shall terminate any such supervisory relationship
23 in existence on the effective date of this probation.

24 16. PROHIBITED USE OF ALIASES The Respondent may not use aliases
25 and shall be prohibited from using any name which is not her legally-recognized name or based
26 upon a legal change of name.

27 17. INTERMITTENT WORK If the Respondent works less than 192 hours
28 as a physical therapist or a physical therapist assistant in the physical therapy profession in a

1 period of three months, those months shall not be counted toward satisfaction of the probationary
2 period. The Respondent shall notify the Board if she works less than 192 hours in a three month
3 period.

4 18. TOLLING OF PROBATION The period of probation shall run only
5 during the time Respondent is practicing or performing physical therapy within California. If,
6 during probation, Respondent does not practice or perform within California, Respondent is
7 required to immediately notify the probation monitor in writing of the date that Respondent is
8 practicing or performing physical therapy out of state, and the date of return, if any. Practicing or
9 performing physical therapy by the Respondent in California prior to notification to the Board of
10 the Respondent's return will not be credited toward completion of probation. Any order for
11 payment of cost recovery shall remain in effect whether or not probation is tolled.

12 19. VIOLATION OF PROBATION If Respondent violates probation in any
13 respect, the Board, after giving Respondent notice and the opportunity to be heard, may revoke
14 probation and carry out the disciplinary order that was stayed. If an accusation or petition to
15 revoke probation is filed against Respondent during probation, the Board shall have continuing
16 jurisdiction until the matter is final, and the period of probation shall be extended until the matter
17 is final.

18 20. REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT,
19 HEALTH OR OTHER REASONS Following the effective date of this probation, if Respondent
20 ceases practicing or performing physical therapy due to retirement, health or other reasons or is
21 otherwise unable to satisfy the terms and conditions of probation, Respondent may request to
22 surrender her license to the Board. The Board reserves the right to evaluate the Respondent's
23 request and to exercise its discretion whether to grant the request or to take any other action
24 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the
25 tendered license, the terms and conditions of probation shall be tolled until such time as the
26 license is no longer renewable, the Respondent makes application for the renewal of the tendered
27 license or makes application for a new license.

28 21. COMPLETION OF PROBATION Upon successful completion of

1 submitted for consideration by the Physical Therapy Board of California of the Department of
2 Consumer Affairs.

3
4 DATED: April 30, 2007

5 EDMUND G. BROWN JR., Attorney General
6 of the State of California

7 PAUL C. AMENT
8 Supervising Deputy Attorney General

9
10 Original Signed By:
11 EDWARD K. KIM
12 Deputy Attorney General

Attorneys for Complainant

13 DOJ Matter ID: LA2006502748
14 Fix, Natalie Stipulated Decision.wpd
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DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Physical Therapy Board of California, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on July 11, 2007.

It is so ORDERED June 11, 2007.

Original Signed By:
FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS